

**EXHIBIT 2**

**Vendor Agreement**

**Effective Date:** [\[Click here to select a date\]](#) (hereinafter “**Effective Date**”)

**Parent Reference Number:** [\[Click here to enter the Parent Reference Number\]](#)

**Cushman & Wakefield U.S., Inc.** [C&W Entity](#)  
(hereinafter “**C&W**”): [\[Mailing Address\]](#)  
[\[City, State Zip\]](#)  
Attention: \_\_\_\_\_

**[Contractor entity name]** [\[Contractor Entity\]](#)  
(hereinafter “**Contractor**”): [\[Mailing Address\]](#)  
[\[City, State Zip\]](#)  
Attention: \_\_\_\_\_  
E-Mail: [\[Enter E-Mail Address\]](#)

C&W and Contractor are sometimes referred to herein individually as a  
“**Party**” and collectively as the “**Parties**.”

**Services:** Those services as more particularly described in **Exhibit A (Scope of Services)**.

**Term:** From [\[Click here to select a date\]](#), to [\[Click here to select a date\]](#), (the “**Term**”), subject to the termination provisions provided in this Master Agreement. Notwithstanding the foregoing, if, at the time of the expiration and non-renewal of the Term, there is a Service Addendum with a term that has a duration longer than the Term, this Master Agreement shall remain in effect until the termination or expiration and non-renewal of such Service Addendum.

**Payment Terms:** [\[Choose one option...\]](#) [If **PERIODIC PAYMENTS**, choose one.] payable in arrears [\[Number of Days, spelled out\]](#) ([\[Number of Days, numeral form\]](#)) days after receipt of invoice therefor, or as otherwise set forth on **Exhibit B (Contract Payment Terms)**.

## 1. AGREEMENT STRUCTURE.

**1.1. Master Agreement.** This Master Agreement is a master agreement which (a) is effective as of the Effective Date, (b) governs the entire relationship between the Parties with regard to the provision of the Services and (c) consists of the cover page, the body of this Master Agreement and the following Exhibits (collectively, the “**Agreement**”):

- (a) Exhibit A (Scope of Services)
- (b) Exhibit B (Contract Payment Terms)
- (c) Exhibit C (Contractor Insurance Requirements)
- (d) Exhibit D (Contractor Certification Affidavit)
- (e) Exhibit E (Form of Service Addendum)
- (f) Exhibit F (Contract Clauses Required Under Federal Contracts)

**1.2. Service Addenda.** Contractor shall provide the Services for the C&W client (each, a “**Client**”) and at the location(s) (each, a “**Property**”), each as described in one or more individual service addenda that are

substantially similar in form and substance to the service addendum attached as **Exhibit E (Form of Service Addendum)** and signed by the Parties or Affiliates of the Parties (each, a "**Service Addendum**"). Each Service Addendum shall constitute a part of the "Agreement" when signed by the Parties. The term of each Service Addendum shall be as specified therein unless terminated earlier in accordance with the provisions of the Agreement or such Service Addendum (the "**Service Term**").

- 1.3. Exhibits; Controlling Provisions.** Within the body of the Master Agreement, reference is made specifically to various Exhibits, all of which are incorporated herein and made a part of the Agreement and apply to each Service Addendum unless a particular provision of an Exhibit or Service Addendum expressly states that a particular provision in an Exhibit does not apply to such Service Addendum. In the event of any conflict or any inconsistency among the various documents comprising the Agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) Service Addendum, (b) cover page of this Master Agreement, (c) body of this Master Agreement, and (d) the exhibits to this Master Agreement, unless noted otherwise.
- 1.4. Captions, References and Construction.** Captions, titles and headings to articles and sections of the Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement. Any reference to a particular Section number (e.g., "Section 2") shall be deemed a reference to all Sections of the relevant document that bear sub-numbers to the number of the referenced Section (e.g., Sections 2.1, 2.1.1, etc.). The terms "the Agreement", "herein", "hereof", "hereunder" and similar expressions refer to the Agreement and not to any particular article, section or other portion hereof. The words "will" and "shall" shall be construed as actions that are expressions of obligation and command, not merely expressions of future intent or expectation. Unless otherwise specified, "days" means calendar days. Any use of the term "including" in the Agreement shall be construed as if followed by the phrase "without limitation" or "but not limited to". It is understood that wherever the terms "adequate" or "as required" or "as necessary" or "if necessary" are stated in the Agreement, these terms shall be construed to mean "as determined by C&W".
- 1.5. Definition of Affiliate.** The term "**Affiliate**" means, with respect to a specified person, firm or corporation, a person, firm or corporation that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person, firm or corporation specified. For purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.
- 1.6. Services to Non-U.S. Properties.**
- 1.6.1 General.** In the event that C&W requests that Contractor deliver Services with respect to one or more Properties located in a non-U.S. jurisdiction, and Contractor has the capabilities to deliver the Services in that jurisdiction, upon C&W's request, Contractor shall promptly meet with C&W and negotiate in good faith any amendments or modifications to the Agreement to address matters that apply to the non-U.S. jurisdiction, including any such amendments or modifications to address (a) applicable laws, if any, for the protection of employees on the transfer of an undertaking, business or part of an undertaking or business, such as those promulgated in the European Union that is enacted under or to give effect to the Acquired Rights Directive (EC Council Directive 77/187) or the Transfer of Undertakings (Protection of Employment) Regulations, each as amended and including any subsequent or related law; (b) any laws comparable or similar to those contained or referenced in **subsection (a)** above in any other applicable jurisdiction; (c) laws of the applicable jurisdiction relating to the security, privacy and treatment (including the collection, handling, processing, storage, and/or transfer) of Personal Information (including any amendments or modifications to the definition of "**Personal Information**"); and (d) customary indemnities to address the allocation of risk associated with claims, actions, suits, proceedings or investigations by a non-affiliated third party or the personnel of a Party or its Affiliates with respect to any of the matters addressed pursuant to this **Section 1.6.1 (General)**.
- 1.6.2 Local Agreements.** In the event that the provision of the Services in any non-U.S. jurisdiction requires that additional or different terms or requirements (including requirements for further or different services) be added to those set out in the Agreement, such terms or requirements shall be set forth in a Local Agreement. The terms of the Master Agreement shall take precedence over those in a Local Agreement unless and to the extent such Local Agreement (a) expressly states that a particular provision (or part of them) under the Local Agreement is to take precedence over a particular provision of the Master Agreement specified in the Local Agreement or (b) the provisions of the Local Agreement are consistent with the understanding in the following sentence. The Parties hereby expressly confirm their understanding that the

only changes to the Agreement which shall be made pursuant to such Local Agreements are those necessitated by applicable law, regulation or custom in the relevant jurisdiction, or which are necessitated by any differences in the scope or nature of the Services being provided in such jurisdiction. A Party shall not unreasonably withhold, condition or delay its agreement to enter into a Local Agreement with another party. In those cases where a Local Agreement is signed by a Contractor entity other than the Contractor entity that is a signatory to the Agreement, Contractor is jointly and severally liable for the performance of such Contractor entity and all liabilities otherwise arising in connection with such Local Agreement.

2. **SERVICES.** Contractor agrees to perform, for the applicable Service Term, the (a) Services, (b) any additional services which may be reasonably requested by C&W from time to time during such Service Term, and (c) any related or incidental services, functions, responsibilities, obligations, tasks and deliverables not specifically described in the Agreement, but which are an inherent, necessary or customary part of the services under clauses (a) and (b) or that are required or reasonably necessary for the proper performance and provision of any of such services, functions, responsibilities, obligations, tasks and deliverables (collectively, "**Services**"). All operational logs and records relating to the Services prepared and/or maintained by Contractor or in the custody of Contractor shall not be destroyed without the prior written consent of C&W. Contractor agrees to furnish at its expense all labor, supplies, uniforms, equipment and materials necessary to properly perform the Services. Contractor shall permit and facilitate inspection of the Services by C&W and its representatives and public authorities at all times. Failure C&W during the Term to discover or reject unacceptable Services, or Services not performed in accordance with the Agreement, shall not be deemed an acceptance thereof nor a waiver of C&W's right to the proper execution of the Services or any part thereof by Contractor. If the Services are discretionary in nature (i.e., snow removal) and if a dispute occurs whether the Services were required and/or appropriate, then generally applicable industry standards for comparable work in the same submarket shall be conclusive regarding whether such item was required and/or appropriate in reference to resolving the dispute. Contractor acknowledges and agrees that to the extent C&W is required to provide Services to any Affiliate of a Client or any entity that is acquired by, or divested from any Client or Affiliate of a Client, Contractor shall provide the Services set forth in the applicable Service Addendum to such acquired or divested entity.
3. **FLOW-DOWN PROVISIONS.** Contractor shall promptly implement and comply with, and include in each subcontract with its subcontractors engaged to perform Services (and require each subcontractor to comply with), those terms, conditions, policies and procedures that C&W is required by its Clients to flow-down to Contractor and its subcontractors, as notified by C&W to Contractor in writing or in the Service Addendum hereto.
4. **PERMITS, LICENSES.** If any government permit, license or authorization shall be required or necessary for the proper and lawful performance of the Services hereunder or if the failure to secure such license, permit or authorization would, in any way, affect the applicable Property, the applicable Client or C&W, then Contractor, at Contractor's expense, shall duly procure and thereafter maintain such license, permit or authorization and submit the same to C&W for inspection, if requested. Contractor, at Contractor's expense, shall at all times, comply with the terms and conditions of each such license, permit and authorization and shall notify C&W immediately should any such license, permit or authorization no longer be in effect or in good standing.
5. **NON-WAIVER PROVISIONS.** The failure of C&W to insist in any one or more instances upon the strict performance of any of the covenants, terms, provisions or conditions of the Agreement or to exercise any election herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, term, provision, condition or election, but the same shall continue and remain and be in full force and effect. No waiver by C&W of any covenant, term, provision or condition of the Agreement shall be deemed to have been made unless expressed in writing and signed by C&W, as the case may be.
6. **LABOR HARMONY.** Contractor agrees that it will not at any time prior to or during the Term, either directly or indirectly, use any subcontractors and/or labor and/or materials which would or will create any difficulty with other contractors and/or subcontractors and/or labor engaged by Contractor, C&W or others in the construction, repair, improvement, maintenance and/or operation of any Property or any part thereof. Contractor agrees to notify C&W promptly of any events Contractor believes may result in a work stoppage, slowdown, labor dispute, strike or other labor related disruption. Contractor agrees to work in harmony with all contractors and laborers employed by C&W or others in connection with any Property. In the event of any work-stoppage or other disruption which involves the participation of Contractor's personnel whether as a result of a dispute with Contractor or due to third party actions involving informational or organizational picketing or picketing by any labor organization against any other employer, Contractor agrees to take appropriate and prompt action to provide qualified personnel to perform the Services and to minimize any delay in performing the Services by fully cooperating in obtaining injunctions, presentation of facts, furnishing of witnesses and assisting in every reasonable way to eliminate any work-stoppage or other disruption or the effect of any work-stoppage or other disruption, or to follow such other directions as C&W shall issue. Should

Contractor fail to comply with this provision, C&W shall have the right, upon written notice to Contractor, to terminate the Agreement or any Service Addendum without any liability to Contractor.

7. **SUBCONTRACTING.** Contractor may only sub-contract with the prior written consent of C&W, which consent may be withheld at C&W's sole and absolute discretion. Every subcontract must provide that the same is subject to all of the covenants, terms, provisions and conditions of the Agreement and must provide that in the event of termination or cancellation of the Agreement or any Service Addendum for any reason whatsoever, prior to the expiration of such subcontract, the subcontract will automatically terminate on the same date the Agreement or Service Addendum is terminated or canceled. Contractor shall not be relieved from any of its obligations hereunder and shall be fully responsible for all acts and omissions of its subcontractors. Nothing in this Agreement shall be construed to create any contractual relationship between C&W and any subcontractor, nor any obligation on the part of C&W to pay or to ensure the payment of any money due any subcontractor. Contractor must ensure that all subcontracts are in writing. Upon request by C&W, Contractor shall promptly provide C&W with a copy of any subcontract for any of Contractor's obligations under the Agreement and thereafter shall promptly notify C&W of any material amendments to such subcontract.

## 8. **CONTRACTOR PERSONNEL.**

### 8.1. **Discharge, Transfer and Assignment of Contractor Personnel.**

- (a) Contractor, promptly after demand by C&W, shall discharge or transfer from any Property any employees, suppliers, agents, representatives and subcontractors ("**Contractor Personnel**") to whom C&W shall or may object for any reason in its sole discretion, provided, however, that if the effectuating of such discharge or transfer is limited by the contract between Contractor and the Contractor Personnel's union, Contractor agrees to use its best efforts within the limits of such union contract to effectuate such discharge or transfer as promptly as possible.
- (b) Contractor will assign Contractor Personnel to perform Services under this Agreement in a manner that minimizes disruptions caused by the need for reorientation.
- (c) Contractor shall not remove any key Contractor Personnel from any Property except upon mutual agreement of the Parties. Contractor further agrees to replace any Contractor Personnel assigned to provide Services and to bar such Contractor Personnel from providing Services for C&W immediately upon Contractor's determination that such Contractor Personnel is unable or unwilling to provide the Services in a timely and professional manner, or is otherwise unqualified to perform Services for C&W.
- (d) If Contractor removes any Contractor Personnel from performing Services hereunder either at the request of C&W or Client, or for Contractor's own purposes, then Contractor will (at its expense) provide the training and orientation required to enable the replacement Contractor Personnel to perform as required under the Agreement.

### 8.2. **Background Checks.**

- (a) Contractor represents and warrants that it has conducted background checks appropriate for the type of Services to be performed for its personnel performing Services, and which, at the least, were sufficient to confirm that the personnel do not appear on applicable U.S. Government export exclusion lists and to verify academic credentials. Country-specific minimum standards for background checks must be available upon request by Contractor. Upon request, Contractor will provide proof of the personnel background checks.
- (b) Contractor has established and shall effectively administer ongoing controls and procedures to ensure that Contractor Personnel assigned or otherwise engaged to provide Services for C&W:
  - i. have no outstanding felony convictions, and have no evident history of (A) crimes involving dishonesty or a breach of trust or money laundering, (B) crimes otherwise against property, (C) crimes of violence, or (D) involving recurring drug abuse or dependency;
  - ii. are authorized to work in accordance with all immigration-related Applicable Law (including, in the United States, the Immigration and Reform Act of 1986, the Immigration and Nationality Act, the L-1 Visa (Intracompany Transferee) Reform Act of 2004, and the

H-1B Visa Reform Act of 2004, as amended) and that Contractor complies with such laws;  
and

- iii. have been fully trained (including satisfying relevant regulatory training and competence requirements) and are familiar with C&W's products, services and the applicable regulatory requirements.
- (c) Upon request, Contractor will provide C&W with information substantiating the qualifications of any Contractor Personnel Contractor intends to assign, or has assigned, to perform any Services hereunder, including written evidence of work authorization and Contractor's or Contractor Personnel's compliance with immigration-related applicable laws.
- (d) Contractor shall flow down the requirements of this **Section 8.2 (Background Checks)** to any of its subcontractors.

**9. MECHANIC'S LIENS.** Neither Contractor nor any Contractor Personnel shall be entitled to place, file or record a lien against any Property on account of any sums alleged to be due and payable to Contractor under this Agreement. Contractor shall not file any mechanic's or other liens against the Property or any part thereof by reason of work, labor, services, material or supplies which have been supplied or claimed to have been supplied to any Property, by or on behalf of Contractor. Contractor will promptly pay all Contractor's personnel, workers, laborers, subcontractors, suppliers and materialmen, and will deliver such lien waivers if the amount owed is in excess of \$2,500.00 as required by C&W in a form acceptable to C&W or as otherwise required by law. Payment of Contractor is conditioned upon delivery of all lien waivers and other documents as required by the Agreement, including without limitation, lien waivers from any and all Contractor's subcontractors, suppliers and materialmen. C&W, at its sole discretion and not for the benefit of Contractor's personnel, workmen, laborers, subcontractors, suppliers and materialmen, reserve the right to make joint check payments to such entities. Contractor agrees that if any mechanic's lien is filed against any Property for work done, services claimed to have been rendered or materials claimed to have been furnished in connection with or pursuant to any of the provisions of the Agreement, then Contractor shall cause such mechanic's lien to be discharged within ten (10) days after filing, at Contractor's expense, by: (a) filing the bond required by law; or (b) providing C&W with a copy of the court order discharging such lien. Contractor will defend, indemnify and hold the C&W Indemnities (as defined in **Section 21(a)** below) harmless against any and all damages, liabilities, costs and expenses (including attorneys' fees) suffered or incurred by C&W as a result of Contractor's failure to comply with this provision. Upon Contractor's failure to comply herewith, the lien may be bonded or discharged by C&W at Contractor's sole expense. Contractor's liability under this **Section 9 (Mechanic's Liens)** shall survive the expiration or termination of the Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of the Agreement.

**10. NON-INTERFERENCE.** Contractor shall perform the Services so as not to unreasonably interfere with C&W's operation of any Property or the business operations of any tenant or other occupant of any Property. Under no circumstances shall Contractor interfere with the mechanical, electrical, plumbing, HVAC or any other operating or control systems in any building without express written permission of C&W. Contractor will comply with all building rules and regulations regarding the applicable Property, including access to such Property, which shall be attached to the applicable Service Addendum. At all times, Contractor will be deemed responsible for informing C&W in writing of any and all scheduled excavation to be done on site. All excavation shall be done by hand unless specifically authorized in writing by C&W.

**11. CONTRACTOR RESPONSIBILITY.**

- (a) As used in the Agreement, a reference to "Contractor" means at all times that: (i) Contractor is responsible and liable for all acts and omissions of Contractor and Contractor Personnel with regard to or in connection with the Agreement and (ii) Contractor is responsible for causing and ensuring the compliance of all Contractor Personnel with the terms and conditions of the Agreement, in each case under **subsections (i) and (ii)** to the same extent as if such act, omission or non-compliance by Contractor Personnel were an act or omission of or non-compliance by Contractor.
- (b) Contractor also acknowledges and agrees that to the extent permitted by law, access to any Property by Contractor or Contractor Personnel is at Contractor's and its respective Contractor Personnel's own risk. All contracts entered into by Contractor with any subcontractors shall require the subcontractors to be responsible for the acts and omissions of its employees, suppliers, agents and subcontractors, and any employees, suppliers, agents and subcontractors of such subcontractor shall comply compliance with the provisions of the Agreement to the extent applicable to the subcontractor's portion of the Services. Personnel supplied by Contractor or any subcontractor will be deemed personnel of Contractor

or the subcontractor, as the case may be, and will not for any purpose be considered personnel or agents of C&W.

- (c) Contractor will ensure that Contractor Personnel do not hold themselves out as employees or agents of C&W or any Client, nor seek to be treated as employees of C&W or any Client for any purpose, including claims of entitlement to fringe benefits provided by C&W or any Client, or for disability income, social security taxes or benefits, Federal unemployment compensation taxes, State unemployment insurance benefits or Federal income tax withholding at source. Contractor will file all applicable tax returns for Contractor Personnel assigned hereunder, and make all required payments and deposits of taxes, in a manner consistent with its status as an independent contractor of services as set forth herein. Contractor assumes full responsibility for the actions of Contractor Personnel while performing Services pursuant to the Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary or equivalent (including, withholding of income taxes, stock options, contributions to pension or similar retirement programs, overtime pay, education programs, awards, special recognition events and social security contributions), worker's compensation, disability benefits, social security taxes, unemployment insurance and the like.
- (d) Contractor, as an independent contractor, is responsible for compliance with all applicable immigration, municipal, state, and federal laws regarding Contractor Personnel. The Contractor will not discriminate against any qualified employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, disability, veteran status or any other status protected by federal, state or local law. The Contractor agrees to comply with all applicable state and federal statutes, executive Orders and Regulations relating to non-discrimination in employment. The Contractor agrees to comply with where applicable, the Equal Opportunity Clause of Executive order No. 11246, 41 CFR 60-1.5, The Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era in 38 USC 2012, Federal Procurement Regulations 1-4.410-5(a)(11) and 1-12.1102-2, 3, and 41 CFR 1-12.1306-1, 2, and the Utilization of Women-Owned Business Concerns pursuant to the Presidential Executive Order No. 12138. Contractor must also comply with the employment provisions of the Americans with Disabilities Act and any Immigration laws, rules and/or regulations. Contractor agrees to execute a Contractor Certification Affidavit regarding 1-9 compliance of all Contractor Personnel working in the performance of the Services under the Agreement, in a form attached hereto as **Exhibit C (Contractor Insurance Requirements)**. Contractor warrants that it is and throughout the term of the Agreement will continue to be in full compliance with all Equal Employment Opportunity (E.E.O.) provisions as required by law, regulation or executive order, specifically including but not limited to, the provisions of executive order 11246 of September 24, 1965 as amended. If applicable, Contractor also agrees to execute and to keep in full force and effect throughout the term of the Agreement a Compliance Undertaking Standard Form 100 (Equal Employment Opportunity Employer Information Report E.E.O.-1). Contractor agrees to indemnify, defend and hold the C&W Indemnitees harmless, and reimburse C&W for any expenses, attorney's fees or liabilities incurred by C&W, in connection with Contractor violating any law, rule, or regulation.

**12. MAINTENANCE OF RECORDS.** Contractor shall maintain written records in accordance with generally accepted accounting procedures showing in detail all costs which it incurs and payments which it receives in the performance of the Agreement, including, without limitation, the amount, purpose and recipient of such payment together with supporting documentation. Such records shall include, but shall not be limited to, payroll records, job cards, attendance cards and job summaries and shall be subject to audit and inspection by C&W and its respective agents and representatives during the Term and for seven (7) years after its expiration or earlier termination, unless a longer period is required by law. Should the audit reveal errors in record keeping, Contractor shall immediately correct same and shall promptly inform C&W in writing of the action taken to correct such errors. Audits conducted by C&W, or its designees shall be an expense of C&W, provided, however, that if any such audit reveals that the aggregate expenses with respect to the Services are at least five percent (5%) less than indicated by the books and records maintained by Contractor, then Contractor shall promptly reimburse C&W for the cost of the audit. The right of C&W to audit the books and records maintained by Contractor shall survive the expiration or termination of the Agreement. Contractor agrees that if work and materials to be furnished by Contractor hereunder are for a building in which an office of the United States of America as a tenant is located, and if the Agreement is for an amount exceeding \$2,500, Contractor shall permit the Controller General of the United States or any of his or her duly authorized representatives to have access to, and the right to examine any directly pertinent books, documents, papers and records pertaining to the Agreement until the expiration of three (3) years after final payment of any monies has been made pursuant to the provisions of the Agreement.

**13. COMPLIANCE WITH LAWS AND POLICIES.** Contractor shall, and shall cause all Contractor Personnel to, at all times comply with all applicable federal, state and local laws, codes, ordinances, rules and legal requirements

affecting the Services (including, without limitation, laws concerning the use, handling and disposal of hazardous materials, and laws concerning verifying an individual's legal right to work in the United States), as well as C&W's directives, guidelines, procedures, company policies rules, and regulations. If any Contractor Personnel will require access to a Client's premises or a Client's equipment, systems, applications or networks, such personnel must comply with such Client's policies and all applicable laws and regulations while performing Services and may be required to execute a standard resource access agreement acknowledging these obligations as a condition of their receiving such access.

**14. TRADEMARK AND PUBLICITY.** Contractor shall have no right to use C&W's or Client's trademark or trade name, the name or location of any Property or any image thereof or to refer to, or disclose, the Agreement or the Services performed hereunder directly or indirectly for any reason, including in connection with any product, promotion, advertisement or publication, without C&W's prior written approval, which may be withheld in C&W's sole discretion.

**15. ETHICAL STANDARDS.** Contractor agrees that it will not make or confer, or offer to make or confer, any payment to or benefit upon any third party (including, without limitation, any government agency or instrumentality thereof) with the intent to influence the conduct of such third person regarding the Agreement or the business affairs of any of the Parties to the Agreement or of the third party. Contractor shall not give or offer gifts, discounts, hospitality or entertainment ("Gifts") to C&W's employees or members of their families, which are in excess of the common courtesies associated with normal business practice and/or do not have a justifiable business purpose. Under no circumstances shall Contractor offer or give (a) cash, (b) gift cards, or (c) Gifts which might be perceived to impair impartial business judgment, particularly in connection with an anticipated or pending tender, business transaction or the like. The combined value of all Gifts from Contractor shall not exceed \$1,000 in any one year period. Violation of this provision by anyone employed or retained by Contractor, or by Contractor itself, shall constitute a default under the Agreement by Contractor.

**16. ATTORNEYS' FEES.** In the event of any controversy, claim or litigation between C&W and Contractor arising out of or relating to the Services or the Agreement, the prevailing Party shall be entitled to reasonable costs and expenses, including, without limitation, attorneys' fees and expert witness fees, as fixed by a court of competent jurisdiction, from the non-prevailing Party.

**17. GOVERNING LAW; VENUE; WAIVER OF TRIAL BY JURY.**

**17.1. Governing Law; Venue.** This Agreement shall be construed, and the legal relationships between the Parties shall be determined, in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue for all disputes shall be in state or federal courts located in Chicago, Illinois, unless otherwise mutually agreed by the Parties. No rights or remedies available to either Party under the Agreement or by operation of law are waived or modified unless expressly waived or modified by that Party in writing.

**17.2. Waiver of Trial by Jury.** THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE, WHERE PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER IN ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE AGREEMENT.

**18. LIMITATION OF C&W AND CLIENT LIABILITY.** Neither C&W nor any Client has any liability or obligation to Contractor under the Agreement.

**19. RELATIONSHIP OF THE PARTIES.**

- (a) C&W hereby engages Contractor to perform, as an independent contractor, the Services set forth in the Agreement pursuant to a Service Addendum. Nothing contained herein shall be deemed or construed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any Affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority whether expressed or implied, to create any duty or obligation on behalf of the other Party.
- (b) Contractor and Contractor Personnel are not C&W's personnel or agents, and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation of Contractor Personnel assigned to perform Services hereunder, and Contractor shall inform such Personnel that the Personnel are not entitled to the provision of any C&W employee benefits. C&W shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Contractor Personnel, but such responsibility shall solely be that of Contractor.



Contractor shall comply with county, federal, state, and local statutes, regulations and public ordinances by any nature governing any Services being performed under this Agreement, including without limitation, those statutes specifically referred to in this Agreement. In addition, Contractor at its sole expense, shall obtain any and all licenses and permits required for Services, including but not limited to any and all visas, work permits, or other immigration documents required by the government of the United States.

- (c) This Agreement shall not be deemed to create an exclusive right for Contractor to perform the Services; and C&W and its respective affiliates may perform, or retain other third parties to perform, any services similar to the Services provided by Contractor pursuant to this Agreement. To the extent C&W performs any similar or equivalent services on its own behalf, or retain other third parties to do so, Contractor shall provide reasonable cooperation to C&W or such third parties to ensure that the Services provided by Contractor effectively and efficiently complement the services performed by C&W or such third parties.
- (d) Contractor shall provide such co-operation as may be reasonably required by any third party contractors of goods or services to any Client to ensure that all Services can be provided to Client in a coordinated, effective and timely manner.

## **20. TERMINATION.**

- (a) Prior to the termination or expiration and non-renewal of the Term of the Agreement, C&W has the right, in its sole discretion, to extend the Service Term of any then-current Service Addendum under this Agreement for an additional period of one (1) year, with C&W having the right to repeat such extension up to three times up to a total extension of the Term of no more than three years.
- (b) Each extension of the term of any Service Addendum in accordance with **subsection (a)**, shall be on the same terms and conditions of the Agreement (including pricing) as exist at the point in time when the extension takes effect.
- (c) C&W has the right, in its sole and absolute discretion and without payment of any penalty, to terminate the Agreement, in whole or in part, at any time during the term hereof upon thirty (30) days prior written notice to Contractor. Any termination of this Agreement under this provision shall not affect the Parties' rights and obligations thereunder that accrued prior to the date of termination, which shall survive such termination.
- (d) If Contractor shall default in the performance of any of its obligations under the Agreement (including without limitation violation of any law), then, C&W has the right, without payment of any penalty, to terminate this Master Agreement, in whole or in part, immediately upon written notice to Contractor. Furthermore, the Agreement and C&W's obligation to pay any compensation to Contractor hereunder shall terminate immediately with respect to all transactions if the continuation of the Agreement would violate Applicable Anti-Corruption Laws (as such term is defined in **Section 33(b)** below).
- (e) If a receiver, liquidator or trustee for Contractor shall be appointed by court order; or a petition shall be filed against Contractor under any bankruptcy, reorganization or insolvency law; or Contractor shall file a petition in voluntary bankruptcy or shall request reorganization under any provision of voluntary bankruptcy, reorganization or insolvency laws; or if Contractor shall make an assignment for the benefit of creditors, then the entire Agreement shall immediately terminate upon the happening of any such event.
- (f) For clarity, any right of C&W to terminate the Agreement also allows C&W to terminate a Service Addendum, in whole or in part, without having to terminate the Agreement or any other Service Addendum. Termination of a Service Addendum shall not affect any other Service Addendum.

## **21. INDEMNIFICATION.**

- (a) Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless C&W, its Clients and their respective subsidiaries, Affiliates, shareholders, directors, officers, partners and employees (the "**C&W Indemnitees**") from and against any and all liability, claims, demands, losses, damages, expenses (including attorneys' fees and investigation costs), payments, recoveries and judgments in connection therewith, to the extent directly or indirectly arising out, of or caused in any manner, in connection with

the performance of the Services hereunder including by (i) any acts or omissions of Contractor, its Affiliates and Contractor Personnel; (ii) the performance or failure to perform any Services under the Agreement; (iii) the breach of any representation or warranty or covenant or condition set forth in the Agreement by Contractor, its Affiliates or Contractor Personnel; (iv) the use of any C&W's tools or equipment by Contractor, its Affiliates or Contractor Personnel; (v) a breach of any obligation for which Contractor is responsible as employer or contractor of Contractor Personnel, including (as examples): (A) Contractor's employment of one or more of Contractor's employees; (B) any claim alleging that any of the C&W Indemnitees should be deemed the "employer" or "joint employer" of any Contractor Personnel, and (C) any claim by any member or former member of Contractor Personnel, alleging unfair dismissal, breach of contract, discrimination on the grounds of sex, race, disability, sexual orientation, religion or belief, age or equal pay; (vi) the violation of any applicable law, order, or regulation by Contractor, its Affiliates or Contractor Personnel; (vii) any claim arising from or relating to work-related injuries of Contractor or Contractor Personnel (including the employees, agents, subcontractors and suppliers of Contractor Personnel), or (viii) any property or injury to persons including death resulting therefrom.

- (b) In addition, Contractor shall indemnify, hold harmless and defend, at its sole cost and expense, the C&W Indemnitees from any loss, damage, expense (including attorneys' fees and costs), payment, recovery and judgment arising out of any claim or threatened claim, alleging that any Services furnished hereunder infringe upon or violate a patent, copyright, trademark, trade secret or other proprietary right of any third party. C&W, at its sole cost and expense, shall have the right to be represented in any such action or proceeding by independent counsel of C&W's own choice. Contractor's liability under this **subsection (b)** shall survive the expiration or termination of the Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of the Agreement.
- (c) Contractor shall, at its own expense, defend any and all actions brought against C&W based upon any of the foregoing and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgments, settlements or compromises arising therefrom. No third party claim or action may be settled or compromised by Contractor without C&W's prior written consent, unless the settlement or compromise includes a release of all claims against C&W and Client as applicable by the party bringing the claim or action; and C&W will have the right at its sole expense to participate in the legal proceeding with counsel of its own choosing. C&W will assist and cooperate in the defense as reasonably requested by Contractor, at Contractor's expense.
- (d) Contractor's liability under this **Section 21 (Indemnification)** shall survive the expiration or termination of the Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of the Agreement.

## **22. COMPENSATION.**

- (a) In consideration for all of the Services to be rendered by Contractor hereunder, C&W agrees to pay to Contractor, subject to the provisions of the Agreement, the compensation described in **Exhibit B (Contract Payment Terms)** or as set forth in the applicable Service Addendum.
- (b) Under no circumstances will Contractor receive compensation in cash.
- (c) C&W shall have no obligation to reimburse costs and expenses (if any) incurred by Contractor in connection with any Services provided under the Agreement, unless such costs and expenses are previously approved by C&W in writing, supported by receipts or other documentation acceptable to C&W, are permissible pursuant to Applicable Anti-Corruption Laws.
- (d) Contractor acknowledges and agrees that (i) C&W is the sole point of contact regarding the Services, including with respect to payment; and (ii) Contractor shall not be paid until and unless C&W receives funds from Client specifically designated for payment of the obligations due or to become due to Contractor.
- (e) It is hereby agreed that payment to Contractor shall be conditioned upon approval of work by all inspecting authorities and submission by Contractor to C&W of satisfactory invoice documentation required by C&W within fourteen (14) business days of completion of work or as otherwise agreed upon in writing by the parties ("**Invoice Package**"). A complete Invoice Package shall consist of the following: (i) contractor work tickets fully describing the work performed (if applicable); (ii) C&W supplied work ticket with all information completed (if applicable); (iii) copy of C&W's Purchase Order

and/or Work Order (if applicable) or this fully executed Master Agreement and amendments, if any along with the applicable Service Addendum; (iv) an appropriate contractor lien waiver and lien waivers from all contractors and subcontractors and materialmen (if applicable); (v) Safety Data Sheets ("SDS") for all regulated materials and substances left on site (if applicable); (vi) a completed W-9 for federal tax purposes if one is not already on file with C&W; and (vii) a completed Field Service Report and/or any and applicable completed equipment maintenance checklists (if applicable).

- (f) If required by C&W, Contractor will utilize C&W's electronic invoicing process ("EIP"). Once instructed to use EIP, Contractor shall not submit its invoices in any other format, including a paper invoice. If Contractor submits an invoice in another format, said invoice will be rejected and payment will consequently be delayed. Contractor will ensure that all information contained in any invoice it submits is accurate. If any information is inaccurate, Contractor's invoice may be rejected and payment delayed.

**23. LIMITATION ON C&W'S OBLIGATIONS.** Notwithstanding anything to the contrary contained herein, Contractor acknowledges and agrees that C&W's obligation to make payment to Contractor of any compensation hereunder shall be conditional upon Client providing C&W with funds sufficient to pay such compensation to Contractor. In the event Client shall fail or refuse for any reason whatsoever to provide C&W with funds sufficient to pay the compensation due to Contractor hereunder, then C&W will not be able to make any payment of such compensation to Contractor.

**24. PERFORMANCE.** Contractor unconditionally guarantees all materials, equipment and labor provided under the Agreement for one (1) year after date of final payment to Contractor hereunder or the date of final acceptance of the Services, whichever date is later and shall repair or replace within said period, at its sole cost and expense, any labor, materials or equipment provided or furnished under the Agreement that is damaged, defective or not satisfactory. Contractor shall make or commence to make, within three (3) days of its receipt of written notice from C&W during the guaranty period, any and all repairs or replacements, without cost to and to the satisfaction of C&W. If C&W determines that an emergency exists which requires more immediate action than Contractor is able to provide, C&W may, without sending any notice to Contractor, perform or cause to be performed such repairs or replacements that Contractor is required to make pursuant to this provision, in which event Contractor shall compensate C&W for the cost thereof not later than ten (10) business days after receipt of written demand therefor. Any repairs or replacements that Contractor is required to make pursuant to this provision shall be prosecuted to completion by Contractor even if such repairs or replacements may not be completed until after the expiration of the guaranty period. The obligations of Contractor to make repairs or replacements under this provision shall not be satisfied, unless the C&W so elects, by the payment of money to the C&W. If C&W determines in its sole and absolute discretion that any labor furnished or materials or equipment installed under the Agreement are inherently defective, thus being incapable of repair, then Contractor shall, upon notification by C&W of such a determination, provide a replacement for said labor, materials or equipment. In the event that Contractor fails to comply with this provision, the C&W may, in addition to exercising all other legal and equitable remedies it may have, (a) deduct from any payment due or thereafter to become due to Contractor under the Agreement, the amount of damage, cost or expense caused by said failure by the Contractor, and (b) perform or cause to be performed any needed repairs and replacements, in which event Contractor shall compensate the C&W for the cost thereof. The foregoing Guarantee is in addition and supplementary to any other guarantee which may be provided by Contractor. Warranties and guarantees issued by manufacturers of materials or equipment furnished by Contractor under the Agreement shall not in any way serve to limit the obligations of Contractor under this provision. Notwithstanding the foregoing sentence, any such warranties or guaranties shall inure to the benefit of C&W, its successors and assigns, and Contractor shall, to the extent possible, assign such warranties and guaranties to C&W.

**25. ACTS BEYOND REASONABLE CONTROL.** Neither Party will be liable for any delay or failure in performance due to acts of God, earthquake, flood, riots, fire, epidemics, strikes or threat of strikes (excluding any such strike, labor dispute or work stoppage that involves their respective personnel or agents) war or terrorism where such occurrence renders it unable to perform. The affected Party will immediately notify the other Party of such occurrence and will use all reasonable efforts to recommence performance as soon as possible. The obligations and rights of the affected Party will be extended on a day-to-day basis for the time period equal to the period of the excusable delay. If Contractor is unable to perform for a period in excess of fifteen days due to such excusable delay, C&W may terminate the Agreement upon five (5) days written notice to Contractor.

**26. SEVERABILITY.** In the event any provision of the Agreement is held to be illegal or unlawful, then the same shall be struck here from and all other provisions shall remain valid and in full effect.

**27. ASSIGNMENT.**

- 27.1. By C&W.** C&W has the right in its sole and absolute discretion to assign its rights and obligations under the Agreement, in whole or in part, to any other party, including a Client. If the Property is at any time sold or otherwise conveyed to a new owner, or if C&W ceases to provide Services to Client, Contractor agrees that upon C&W's sole election (as evidenced by notice to Contractor) this Agreement shall be deemed automatically assigned to the new owner or the Client (as the facts may dictate) and Contractor agrees that it will be paid only from funds furnished by Client or the new owner for obligations then due or which thereafter become due to Contractor under the Agreement. Notwithstanding the foregoing, C&W may elect by giving prior written notice to Contractor, to terminate this Agreement effective as of the date that such sale is completed, in which event this Agreement shall, except as otherwise provided herein, be of no further force or effect. Upon any such assignment under this Section, C&W is released from any obligations or liabilities.
- 27.2. Assignment by Contractor.** Contractor shall not assign the Agreement nor any interest therein without the prior written consent of C&W, which consent may be withheld at C&W's sole and absolute discretion. The transfer of a majority interest of the voting stock or general partnership interests in Contractor (in a single transaction or series of transactions) shall be deemed an assignment of the Agreement by Contractor. Any attempted assignment of the Agreement or any interest therein without the prior written consent of C&W shall be null and void.
- 28. THIRD PARTY BENEFICIARIES.** Nothing contained in the Agreement, either expressed or implied, is intended or should be construed to confer upon or give any person or entity, other than C&W and its Affiliates, Contractor or any Client, or, subject to the terms of the Agreement, their successors and assigns, any rights or remedies under or by reason of the Agreement. For clarity, CW's Affiliates and Clients are intended third party beneficiaries of this Agreement, and are entitled to all of the benefits and protections of the Agreement including but not limited to the right to enforce this Agreement and any Service Addendum (to the extent such Service Addendum is applicable to such Client) against Contractor.
- 29. NOTICES.** All notices and correspondence required to be given to C&W or Contractor hereunder shall be addressed as set forth on the cover page to the attention of the person indicated, if any. Any Party may designate a different address for the service of notices by notice given in accordance with this **Section 29 (Notices)**. Any and all notices required, or which either Party herein may desire to give to the other, shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight courier, such as Federal Express, and shall be deemed to be given on the third business day following the date of posting in a United States Post Office or branch post office or one business day after delivery to the overnight courier. Notwithstanding the foregoing, C&W may provide a notice of termination via email at Contractor's email address set forth on the cover page, as it may be updated. Informal day to day communications may be made by either Party via email or other digital communication as may be required by C&W.
- 30. INSURANCE.** Contractor shall, throughout the Term, at its sole cost and expense, carry and from time to time renew, the insurance set forth on **Exhibit C (Contractor Insurance Requirements)** annexed hereto and made a part hereof. Contractor agrees that the provisions set forth in this **Section 30 (Insurance)** and in **Exhibit C (Contractor Insurance Requirements)** shall be imposed upon, assumed and performed by each of its subcontractors, if any. Certificates in customary form, evidencing that insurance is up to date and premiums for the foregoing insurance have been paid, shall be delivered by Contractor to C&W simultaneously with Contractor's execution of the Agreement and prior to Contractor performing any Services hereunder.
- 31. CONFIDENTIAL INFORMATION.**
- (a) Contractor acknowledges that all information disclosed by C&W to Contractor for purposes of performing the Services, or which come to the attention of Contractor during the course of performing such Services, constitutes a valuable asset of and is proprietary to C&W or Client. Contractor also acknowledges that C&W, as a party in the business community, may have fiduciary responsibilities to its Clients to keep its records confidential and proprietary. Contractor shall not disclose said information or knowingly permit Contractor Personnel to disclose said information, to any third party or to any Contractor Personnel not having a specific need-to-know in performing the Services authorized C&W.
  - (b) Contractor further agrees to instruct its personnel, officers and agents not to sell, lease, assign, transfer or reveal to any organization, company or individual any of said information whether oral or written, without the prior written consent of C&W, and agrees to take all reasonable steps necessary to ensure fulfillment of this obligation.

- (c) In the event that a subpoena or other legal process is served upon Contractor that in any way concerns information disclosed by C&W to Contractor, Contractor agrees to notify C&W immediately upon receipt of such subpoena or other legal process and will cooperate with C&W, at C&W's expense, in any lawful effort by C&W to contest the legal validity of such subpoena or other legal process. This **Section 31 (Confidential Information)** shall survive the termination or expiration of the Agreement.

## **32. INTELLECTUAL PROPERTY.**

### **32.1. Ownership of Work Product.**

- (a) **"Work Product"** means all tangible and intangible ideas, concepts, know-how, designs, marks, playbooks, knowledge, techniques, deliverables, formulae, algorithms, processes, process improvements, procedures, designs, ideas, concepts, research, discoveries, documents, inventions and invention disclosures (whether or not patentable or reduced to practice), know-how, methodologies, technology, tools, databases, specifications and all records thereof, in each case in whatever form or media, including the tangible media upon which they are recorded or printed, together with all documentation related thereto; and (ii) any enhancements to, or corrections, new versions, new releases, replacements or derivatives of, the materials and items set forth or referenced in preceding **subsection (i)**, that in either case are created or developed by Contractor (whether solely or jointly with others) as part of the Services or otherwise paid for by C&W.
- (b) Contractor shall promptly disclose to C&W, and hereby irrevocably and perpetually assigns, transfers and conveys (and shall assign, transfer and convey), and shall cause Contractor personnel to irrevocably and perpetually assign, transfer and convey, to C&W, without further consideration and free and clear of any liens or encumbrances, all of Contractor's right, title and interest in, to and under any and all Work Product, including United States and foreign patent, copyright, trademark and other Intellectual Property or proprietary rights.
- (c) Contractor acknowledges that C&W and the successors and assigns of C&W have the right to obtain and hold in their own name any patent, copyright, trademark and other intellectual property or proprietary rights in and to such Work Product.
- (d) Contractor hereby unconditionally and irrevocably waives, and shall cause Contractor personnel to unconditionally and irrevocably waive, any and all Intellectual Property or moral rights (or other similar rights however denominated in any jurisdiction) that Contractor or any of the Contractor Personnel have or may have in the Work Product. For clarity, except as expressly authorized by C&W, neither Contractor nor its officers, directors, agents, or other personnel shall have authority to apply for the ownership or registration of any intellectual property rights in any Work Product nor shall they be authorized to use C&W's intellectual property except during the term of this Agreement in connection with performance of the Services.
- (e) If any Work Product includes any works of authorship that qualify as a "work made for hire" as defined in sub-clause (2) under Section 101 of the Copyright Law of the United States (Title 17 of the United States Code, as may be amended from time to time) or under any similar Law of any non-U.S. jurisdiction, Contractor agrees that C&W owns such work of authorship as a work made for hire under such section.

**32.2. License to Contractor.** During the Term, C&W hereby grants to Contractor a worldwide, royalty-free, non-exclusive, revocable, non-transferable license to access and utilize the Work Product solely to the extent necessary to provide and solely for the purpose of providing the Services.

**32.3. Third Party Intellectual Property.** Contractor shall not incorporate any third party intellectual property into the Services or any Work Product without first (a) obtaining C&W approval, and (b) procuring from any such third party the right for C&W and its Affiliates to obtain a license to access, use, copy, maintain, perform and display such third party intellectual property after the expiration or termination of the Term. Notwithstanding the foregoing, the Parties agree that Contractor may use third party software or technology in performance of Services as detailed in the applicable Service Addendum and any such software or technology is expressly excluded from the definition of Work Product and shall remain the sole property of such third party.

- 32.4. Copyright Legends.** Each Party agrees to reproduce copyright legends which appear on any portion of the intellectual property which may be owned by the other Party or third parties.
- 32.5. Adaptation; Use.** C&W has the right to adapt, for the internal use of C&W, its Affiliates and Clients, any documentation that is the intellectual property of Contractor and is provided by Contractor to C&W in connection with the Services. For clarity, any and all rights granted with respect to any intellectual property of Contractor extends to C&W, its Affiliates and Clients.
- 32.6. Cooperation in Perfecting and Enforcement of Intellectual Property Rights.**
- (a) Contractor agrees to reasonably cooperate with and reasonably assist C&W in connection with the investigation or pursuit of violations of the intellectual property rights that are owned by C&W in any and all countries.
  - (b) Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as C&W may reasonably request, to file, establish, record or perfect C&W's rights in or ownership of any C&W intellectual property or any Work Product in any and all countries.
  - (c) To that end Contractor shall, or shall cause its personnel to, execute, verify and deliver:
    - (i) with respect to all copyrightable Work Product, a fully executed back-up assignment in a form approved by C&W; and
    - (ii) such other documents as C&W may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof.
- 32.7. Covenant Not to Sue.** Contractor (on its own behalf and on behalf of its Affiliates) covenants not to assert against or sue C&W, its Affiliates or any Client, including any current or former C&W Affiliates, for, during or at any time following the Term, any claim of infringement of any patent owned or licensed by Contractor that relates to an invention (e.g., Software, process or function) that was part of the Services being provided to C&W or its Affiliates by Contractor at any time under the Agreement.
- 33. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants the following:
- (a) Contractor shall perform all Services in a good, timely and workmanlike manner acceptable to C&W, and that all Contractor Personnel assigned to perform Services under any Service Addendum shall have the proper skill, training and background for his/her level of competence as specified in the Service Addendum so as to be able to perform in a competent and professional manner.
  - (b) Contractor is aware of and familiar with the provisions of the U.S. Foreign Corrupt Practices Act, as amended, and its purposes, and any other anti-corruption law applicable in a jurisdiction in which Contractor or any party hereto may have conducted or will conduct business (herein "**Applicable Anti-Corruption Laws**"), and has not, directly or indirectly, violated any Applicable Anti-Corruption Law. Without limitation of the generality of the foregoing, neither Contractor nor any of his/her/its directors, officers, agents, personnel or third parties acting on behalf of Contractor:
    - (i) has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the use of any Government Official under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, to any Government Official, for the purpose of inducing the Government official to do any act or make any decision in her/her official capacity (including a decision to fail to perform his/her/its official function) or use his/her/its influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist Contractor in obtaining or retaining business;
    - (ii) has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of money or anything of value to or for the

use of any employee, agent, or representative of another company, or to any other person, under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, for the purpose of inducing or rewarding the Improper Performance of any public function or business activity; or

- (iii) has received or will agree to receive, directly or indirectly, any payment, loan or gift (or any offer or promise of any such payment, loan or gift), of any money or anything of value as an inducement or reward for the Improper Performance of any public function or business activity.
- (c) For purposes of the Agreement, a **"Government Official"** is (i) an officer, employee or any person acting in an official capacity for or on behalf of a government, including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities; (ii) an officer or employee of an international organization (e.g. World Bank, United Nations); (iii) an officer or employee of a political party or any party official, or a candidate for political office; (iv) a member of the royal or ruling family of a country; or (v) any individual who is a principal or senior manager of, or who has an immediate family or close personal relationship or business ties with, any of the foregoing individuals or entities.
- (d) For purposes of the Agreement, **"Improper Performance"** means the performance or non-performance by a person of an act, or the making of a decision, in breach of an expectation or duty of good faith, impartiality, and/or trust, including for the purpose of securing an improper business advantage for Contractor.
- (e) Contractor will, and will cause his/her/its directors, officers, agents, personnel or third parties acting on behalf of Contractor to act in full compliance with C&W's Global Anti-Corruption Policy, to the extent permissible under local law and to the extent C&W's Global Anti-Corruption Policy applies to Contractor. A copy of C&W's Global Anti-Corruption Policy shall be furnished to Contractor upon Contractor's written request therefor.
- (f) Neither Contractor nor any of his/her/its directors, officers, agents, personnel or third parties acting on behalf of Contractor has a family relationship with any Government Official in the jurisdictions in which it or they will conduct business pursuant to the Agreement, except as disclosed to, and agreed to in writing, by C&W. Contractor will advise C&W promptly to the extent any such family relationship arises during the term of the Agreement, and Contractor and each of his/her/its directors, officers, agents, personnel or third parties acting on behalf of Contractor will provide adequate assurances, whether in the form of a certification, a formal recusal by the relevant family member or otherwise, to satisfy C&W that no violation of Applicable Anti-Corruption Laws will arise as a result of such family relationship. Should in any instance C&W determine, reasonably and in good faith, that Contractor or any of his/her/its directors, officers, agents, personnel or third parties acting on behalf of Contractor has failed to provide adequate assurances that a particular family relationship will not violate the Applicable Anti-Corruption Laws, C&W reserves the right to terminate the Agreement immediately in accordance with this Section.
- (g) Contractor will use all reasonable efforts to assist and cooperate with C&W in relation to any police, judicial or regulatory investigation in relation to any suspected bribery or corruption.
- (h) Contractor will, and will cause his/her/its directors, officers, agents, personnel or third parties acting on behalf of Contractor to act in full compliance with C&W's Global Vendor/Supplier Integrity Policy, to the extent permissible under local law and to the extent C&W's Global Vendor/Supplier Integrity Policy applies to Contractor. A copy of C&W's Global Vendor/Supplier Integrity Policy shall be furnished to Contractor upon Contractor's written request therefor.
- (i) Contractor has not (and shall not), directly or indirectly, entered into any transaction that violates any applicable anti-money laundering law or policy, and there has been no action by any person, or any internal investigation, relating thereto. Contractor is aware of and familiar with all U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (**"OFAC"**) and shall comply with all applicable international laws and regulations pertaining to the detection and, prevention, and reporting of potential money laundering and terrorist financing activities. Contractor has not (and shall not) conducted business with individuals, entities, organizations or countries that are targets of U.S. sanctions laws and regulations or other applicable international economic

sanctions laws and regulations. Contractor has not (and shall not), directly or indirectly, made funds available to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person, or in any country or territory, that, at the time of such funding, is subject to any U.S. sanctions administered by OFAC.

- (j) Neither Contractor nor any of its directors, officers, agents, Contractor Personnel or third parties acting on behalf of Contractor:
  - (i) is listed on the Specially Designated Nationals ("SDN") list maintained by OFAC or any other similar list maintained by the United States Department of State, Department of Commerce or any other government authority or pursuant to any Executive Order of the President;
  - (ii) have been determined to be subject to the prohibitions contained in Presidential Executive Order No. 13224;
  - (iii) has been previously indicted for or convicted of any Patriot Act Offense.

**34. NOTIFICATION/CERTIFICATION REQUIREMENTS.** Upon request, Contractor agrees that it will, and at least annually, certify the continuing accuracy of the representations and warranties provisions of the Agreement, including those set forth in **Section 33 (Contractor Representations and Warranties)**. Contractor further agrees that should it learn of information regarding any possible violation of applicable laws and regulations in connection with Agreement, Contractor will immediately advise C&W of such knowledge or suspicion.

**35. MISCELLANEOUS.**

**35.1. Authority.** Each individual signing this Agreement on behalf of a legal entity represents that he or she holds the office and/or position in such legal entity respectively indicated hereinafter for him or her, and has full right and power and has been duly and legally authorized to act on behalf of such legal entity in executing and entering into this Agreement.

**35.2. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement. Signatures transmitted by e-mail (via PDF format) shall be acceptable for purposes of execution of this Agreement.

**35.3. Federal Contracts.** In the event a tenant in the Property is a federal entity, Contractor shall comply with any employment eligibility verification requirements, attached hereto as **Exhibit F (Contract Clauses Required Under Federal Contracts)**.

**36. ENTIRE AGREEMENT.** The Agreement and all Service Addenda constitutes the entire understanding between the Parties with respect to the subject matter hereof and thereof and all prior representations or agreements, whether written or oral, are merged herein and therein. Neither the Agreement nor any Service Addenda shall be varied by an oral agreement or representation or by anything other than an instrument in writing of a subsequent date hereto, executed by both Parties by their duly authorized representatives.

[Signatures on next page.]



IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Master Agreement as of the Effective Date.

**C&W:**

[Click here to enter C&W Name](#)

C&W

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

[Click here to enter Contractor Name](#)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Scope of Services**

***[Attach scope of services. Do not attach the vendor's proposal as Exhibit A as oftentimes the proposal includes the vendor's terms of service. DO NOT SIGN THE VENDOR'S PROPOSAL OR CONTRACT.]***

**EXHIBIT B**

**Contract Payment Terms**

***[Insert additional contract payment terms, if any.]***

Contractor shall not commence any Services until the specific Scope of Services and fees are defined and authorized in a Service Addendum signed by C&W.

### **Contractor Insurance Requirements**

Contractor shall, throughout the Term of the Agreement and for a period of three (3) years thereafter, at its cost and expense, carry and from time to time renew, the insurance set forth below. Notwithstanding the foregoing, the provisions below may change subject to the requirements of each Client. Any such changes will be set forth in the applicable Service Addendum.

(A) Commercial General Liability Insurance in the minimum amount of \$5,000,000 per occurrence, \$5,000,000 per location aggregate, which shall apply on a per project basis, including Bodily Injury and Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Prosecution, Libel, Slander, Defamation or violation of Right of Privacy, Wrongful Entry or Eviction or other Invasion or Right of Private Occupancy), broad form Property Damage (including broad form contractual liability coverage for Contractor's indemnification as provided for in the Agreement), Premises Operations, Products/Completed Operations Hazard, and Independent Contractors;

(B) Worker's Compensation Insurance in statutory amounts which shall contain a waiver of subrogation in favor of C&W and Client;

(C) Employer's Liability Insurance in the minimum amount of \$1,000,000;

(D) Commercial Automobile Liability Insurance covering owned, non-owned and hired automobiles, trucks and trailers used by Contractor in the minimum amount of \$1,000,000 combined single limit for Bodily Injury and Property Damage;

(E) In the event that Contractor is to have access to, or is responsible for handling, C&W's or Client's funds, Fidelity Bond coverage on a blanket basis covering Contractor and its personnel, in an amount of \$5,000,000 or as C&W or Client shall reasonably request, having such deductible as shall be determined from time to time by C&W or Client, and naming C&W and Client as a loss payee;

(F) Non-occupational and Disability Insurance, if required by the State where the Property is located;

(G) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence;

(H) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit; and

(I) Umbrella Liability providing coverage excess of the required employer's liability, commercial general liability, and commercial automobile liability insurance policies in a minimum amount of \$10,000,000 unless otherwise approved in writing by C&W or Client.

(J) Professional Liability. If Contractor's provision of Services includes consultative, design, or development services, then Contractor will additionally maintain professional liability insurance, with coverage limits of US\$5,000,000 per claim. The policy extends to civil liability arising from cyber risks incurred in the course of any professional business activities carried on by or on behalf of the Contractor. Such network security and privacy liability (cyber) policy may also be on a stand-alone basis.

(K) Cyber Liability Insurance with limits of at least \$5,000,000 per claim covering network security, privacy liability, electronic media and data breach.

(L) Property insurance against risks of physical damage or loss to personal property belonging to Contractor and/or its employees in amounts sufficient to replace such personal property in the event of loss.

(M) Any other insurance required to be maintained during the performance of the services under this Agreement pursuant to the terms of any ground or other underlying lease(s) affecting the real property upon which the services are to be performed (it being understood that Contractor shall comply with the insurance requirements of any such ground or other underlying lease(s), including, without limitation, to the extent such requirements require greater coverage levels than expressly required herein).

All such insurance shall be issued by reputable insurance companies licensed to do business in the state where the Property is located, have a Best's rating of not less than A-/VII, and otherwise be satisfactory to C&W and Client. All of such policies shall be on an "occurrence basis" (with the exception of Professional Liability), shall have commercially reasonable deductibles, and C&W (and C&W's subsidiaries and Affiliates who are performing services at the Property), Client (and Client's subsidiaries and affiliates) and any additional parties requested by C&W or Client shall be named as additional insureds under Contractor's General Liability, Automobile Liability and Umbrella Liability insurance policies as follows: Cushman & Wakefield U.S., Inc., and its affiliates, and the applicable Client and Client affiliates identified in the attached Service Addendum. The policies cannot contain any provision that would preclude coverage for suits/claims brought by an additional insured against a named insured.

Certificates in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to C&W simultaneously with Contractor's execution of the Master Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates shall be delivered by Contractor to C&W evidencing the renewal of such insurance, together with evidence of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to C&W and Client by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance and on all other forms of property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against C&W (and C&W's subsidiaries and Affiliates who are performing services at the Property), Client, and any additional parties requested by C&W or Client, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from C&W (and C&W's subsidiaries and Affiliates who are performing services at the Property), Client, and/or any additional parties requested by C&W or Client, for any loss or damage to property or damage to property of others or bodily injury or death arising from any risk or peril of the type covered or coverable by any insurance policy actually carried by or required to be carried by Contractor pursuant to the terms of the Agreement.

Contractor's Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall be primary and noncontributory, and any such insurance maintained by C&W and/or Client shall be secondary and non-contributory and excess over any applicable insurance required to be maintained by Contractor hereunder. Contractor shall be solely obligated, and C&W or Client shall bear no obligation, for the payment of any deductibles, retentions, co-pays, or other charges applicable to any such insurance. Contractor's purchase and maintenance of the insurance required herein shall not limit or reduce Contractor's liability to C&W or Client in connection with any work and any project, nor limit C&W's or Client's rights and remedies against Contractor in any respect.

EXHIBIT D

Contractor Certification Affidavit

**Service Addendum:** [Insert name/description of Service Addendum]

**Contractor:** [Click here to enter Contractor's Name](#)

The undersigned, \_\_\_\_\_ ("**Contractor's Representative**"), has reviewed the Form I-9s for the employee(s) of [Click here to enter Contractor's Name](#) ("**Contractor**") identified as to those who are or will be performing the services ("**Services**") at the Property described in the Service Addendum referenced above pursuant to that certain Master Agreement dated [Click here to enter a date](#), ("**Agreement**") between C&W and Contractor. Such review has been conducted pursuant to and in accordance with the Agreement. In connection with such review, the undersigned has reviewed copies of employment eligibility and identity documentation for each such individual to the extent required to be maintained pursuant to the Agreement or otherwise maintained by the Contractor in accordance with its policies and in accordance with applicable Federal, State and local law.

The undersigned hereby certifies that the Contractor has verified the employment eligibility and identity of the individuals who will or are performing work on the Services pursuant to Form I-9 requirements, has correctly completed the relevant sections of the Form I-9s for such individuals (and to the extent that any violations are discovered that are of a nature that, in the undersigned's reasonable judgment, are eligible for cure, such violations have been corrected to the extent possible), has enrolled in E-verify, or similar program, and verified all new hires through E-verify, or similar program, hired after the date of this certification and all personnel assigned to the Services (if required by Federal laws pertaining to federal contracts and subcontracts) and is in compliance with all applicable Federal, State and local Immigration Laws (as defined in the Agreement) with respect to such individuals.

This Certification may be delivered to and relied upon by C&W.

Certified by the undersigned as true, correct and complete this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, acknowledged the signing of this document to be of his/her free act as an agent of the Contractor and that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said  
County and State

My commission expires:

\_\_\_\_\_  
Type or Print Name

**EXHIBIT E**

**Form of Service Addendum**

**[ATTACH ONLY IF REQUIRED BY A FEDERAL CONTRACT]**

**EXHIBIT F**

**Contract Clauses Required Under Certain Federal Contracts**

**Employment Eligibility Verification (Jan 2009)**

**(a)** Definitions. As used in this clause-

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo. Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (i) Normally performs support work, such as indirect or overhead functions; and
- (ii) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

**(b)** Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor



may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

**(c)** Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**(d)** Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

**(e)** Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.